

SERIAL 01006 -ROQ

MEDICAL DIRECTOR – CORRECTIONAL HEALTH

CANCELLED BY MARICOPA COUNTY EFFECTIVE APRIL 30, 2002

SERIAL 01006-ROQ

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CONTRACT PERIOD THROUGH ~~MARCH 31, 2002~~ MARCH 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MEDICAL DIRECTOR – CORRECTIONAL HEALTH**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **MARCH 21, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/le ag-mm

Attach

Copy to: Clerk of the Board
Joe Tansill, Correctional Health Services
Monica Mendoza, Materials Management

(Please remove Serial 97192-ROQ from your contract notebooks)

SPECIFICATIONS ON REVIEW OF QUALIFICATIONS FOR:

**MEDICAL DIRECTOR –
CORRECTIONAL HEALTH**

1.0 **INTENT:**

It is the intent of Maricopa County to procure the services of a Medical Director to perform the duties listed below in for Correctional Health Services (CHS). These services will be provided at Maricopa County Correctional Health facilities and other approved sites. Maricopa County reserves the right to award this contract to more than one vendor at anytime during the life of the contract.

2.0 **SCOPE OF WORK:**

2.1 BACKGROUND

- 2.1.1 Maricopa County through Correctional Health Services provides various health care services to inmates and detainees housed in County correctional and detention facilities.
- 2.1.2 Correctional Health Services contracts with various health care professionals to provide patient care and other professional services including mental and behavioral health services, to such inmates and detainees.
- 2.1.3 Contractor is an individual or organization who is, has, employs or contracts with duly qualified, licensed and/or certified to provide professional health care services, medical services, dental services, and/or psychiatric/psychological services in Arizona, or who has agents, employees, contractors or subcontractors who are so qualified, licensed or certified.
- 2.1.4 By this Contract, the County retains Contractor to provide services in, to and through Correctional Health Services' program.

2.2 DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth herein:

- 2.2.1 Contract means this document and all attachments hereto.
- 2.2.2 Contractor means the person, group, firm or organization, listed on the Cover Page of this Contract, and shall include all of its agents, employees or subcontractors.
- 2.2.3 Contract Administrator means the person designated by the CHS Director to monitor contract status and compliance.
- 2.2.4 Correctional Health Services (CHS) means a department of Maricopa County that provides various health care professional services to inmates and detainees housed in County correctional and detention facilities.
- 2.2.5 County means Maricopa County and is synonymous with CHS.
- 2.2.6 Director means the Director of Correctional Health Services or the designee.
- 2.2.7 Director of Psychiatry means the physician, or the designee, who is responsible for the supervision of all psychiatric, behavioral, or mental health services provided by Correctional Health Services.
- 2.2.8 Medical Director (CHS) means the physician, or the designee, who is responsible for the supervision of all medical services, including but not limited to medical, dental and mental health services provided by Correctional Health Services.

2.3 DUTIES:

As Medical Director, Contractor will:

- 2.3.1 Provide clinical oversight for the provision of medically necessary health care to persons in County Correctional and Detention facilities.
- 2.3.2 Manage and assure quality of patient care; work with staff to implement adequate controls, which monitor quality and responsiveness to care.
- 2.3.3 Optimize available resources to ensure staffing meets medical needs and anticipated levels of demand at all facilities served by CHS. Develop provider staffing plans and schedules for each unit and clinic.
- 2.3.4 Provide direct medical evaluations and consultation/treatment of patients to ensure appropriate follow-up is provided. Review recommendations for treatment of inmates made by health care providers in the community and determine appropriate course of action.
- 2.3.5 Develop, maintain and improve treatment protocols; document recommendations for improvement; i.e. completion of physical exams for patients as stated in the National Commission on Correctional Health Care (NCCHC) Standards.
- 2.3.6 Serve as responsible physician supervising medical judgments regarding care provided to inmates and detainees at all facilities served by CHS through the delivery of radiology, medical/clinical, psychiatric, dental and nutrition services.
- 2.3.7 Participate in appropriate medical and administrative related committees as determined by peers and CHS Director to improve delivery of care.
- 2.3.8 Provide consultative services to CHS and detention operations.
- 2.3.9 Participate in conferences and other such activities and services as would appropriately fall within the professional aspects of a correctional health setting and continuing medical education requirements. Prior approval from the CHS Director is required for any training which the Contractor attends for which the County compensates the Contractor for his/her time while attending the training.
- 2.3.10 Participate in identifying and providing training for CHS and Sheriff's staff.
- 2.3.11 Participate in administrative activities related to patient care including monitoring provider credentials, data collection, and evaluation of quantity and quality of services provided.
- 2.3.12 Coordinate with clinic management to schedule medical providers and assign on-call responsibilities. Provide direction and medical oversight to Psychiatry and Dentistry programs.
- 2.3.13 Foster development of good working relationships among medical, nursing, administrative, and ancillary staff throughout CHS, Maricopa County Sheriff's Office, and the Juvenile Detention Center.
- 2.3.14 Conduct, participate, and document Medical, Psychiatric and Dentistry Peer Review meetings monthly.
- 2.3.15 Conduct, oversee and ensure that medical staff annual evaluations are performed and documented annually.

- 2.3.16 Oversee utilization management review and develop medical cost containment initiatives including practice guidelines for providers according to acceptable community standards of care and National Commission on Correctional Health Care guidelines.
- 2.3.17 Review external grievances and medical record reviews prepared by legal liaison for hearings and/or litigation. Advise Director, CHS staff, County Counsel and the Courts, as needed, on acceptable community standards of care and practice guidelines for incarcerated individuals.
- 2.3.18 Review all timesheets submitted by medical providers to ensure accuracy of hours claimed.

2.4 OUTCOMES AS MEDICAL DIRECTOR

In conjunction with the Contractor's duties, Contractor agrees to achieve the following outcomes:

- 2.4.1 Provider staff documents all services rendered to patients in the medical charts within twenty-four hours of providing the service.
- 2.4.2 Physical exams are completed within 14 days of admission (in accordance with the standards set by the NCCHC).
- 2.4.3 Patient encounters and other statistical workload indicators are completed by medical staff on a timely basis.
- 2.4.4 Reports to the Court are submitted within requested dates.
- 2.4.5 Contractor statements of service are within billable hours limits.
- 2.4.6 Written practice guidelines exist for medical, dental and psychiatric practitioners.
- 2.4.7 NCCHC accreditation standards relating to medical issues are met annually.
- 2.4.8 Fully participate and assist in the development of performance indicators and measures associated with the Department's strategic initiatives and goals.

2.5 SUPERVISION

The Medical Director will work under the general direction of the CHS Director.

2.6 LICENSURE/CERTIFICATION REQUIREMENTS

- 2.6.1 All applicable provisions of law and other rules and regulations of any and all governmental, including the State of Arizona, accrediting and regulatory authorities relating to the licensure and regulation of physicians shall be fully complied with by the Contractor.
- 2.6.2 Contractor is responsible for providing a copy of current professional licenses with the ROQ response.

2.7 SECURITY CLEARANCE

The Contractor must receive security clearance from the Sheriff's Office prior to providing services in the detention facilities. CHS will coordinate this effort.

2.8 SPACE, EQUIPMENT AND SUPPORT STAFF

- 2.8.1 CHS shall provide the Contractor with furnished space and equipment and non-physician personnel as is reasonably necessary for the proper administrative and clinical operation.
- 2.8.2 Such space and equipment and non-physician personnel shall, subject to budgetary restrictions, meet the requirements set forth by the National Commission on Correctional Health Care (NCCHC).
- 2.8.3 CHS shall keep and maintain all equipment provided to the Contractor in good order and repair, at no expense to the Contractor.

2.9 WHAT TO SUBMIT IN THE ROQ RESPONSE

- 2.9.1 Interested professionals must submit the following in order to be considered for award of a contract:

- 2.9.1.1 CV or Resume that includes a work history that identifies both dates and responsibilities
- 2.9.1.2 Copies of certifications/diplomas/residencies/board certifications, etc.
- 2.9.1.3 Attachment A
- 2.9.1.4 Attachment B (with an original signature)
- 2.9.1.5 Attachment C
- 2.9.1.6 Attachment D

- 2.9.2 **Two copies** of the above must be received in a sealed envelope with the referenced ROQ name and number on the outside of the sealed envelope. Attachments A through D must be completed in their entirety. **NO FAX RESPONSES ARE ACCEPTABLE!!**

- 2.9.3 DEADLINE FOR SUBMISSION

Sealed responses must be received at the address listed in 2.9.4 no later than 2:00 P.M. MST on February 15, 2001. Maricopa County does not take postmark dates into consideration.

- 2.9.4 WHERE TO SUBMIT ROQ RESPONSE

ROQ response must be delivered to the following address. **FAX RESPONSES WILL NOT BE ACCEPTED!!**

**Maricopa County Department of Materials Management
320 W Lincoln St.
Phoenix, AZ 85003
(602) 506-3967**

DO NOT SUBMIT YOUR ROQ RESPONSE TO CORRECTIONAL HEALTH SERVICES!!

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 NON-EXCLUSIVE STATUS

The County reserves the right to have the same or similar professional service provided by individuals or entities other than the Contractor. This contract may be awarded to multiple vendors. The County reserves the right to add additional vendors to this contract on an as-needed basis.

3.2 COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

The Contractor shall fully cooperate with other County contractors, County employees and carefully plan and perform its own work to accommodate the work of other County contractors and County employees. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractors or County employees.

3.3 AVAILABILITY OF FUNDS

3.3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Correctional Health Services for disbursement. The Director of Correctional Health Service shall be the sole judge and authority in determining the availability of funds for services under this Contract. Correctional Health Service shall keep the Contractor fully informed as to the availability of funds.

3.3.2 If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, Correctional Health Service may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination Correctional Health Service shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. Correctional Health Service shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

3.4 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

3.4.1 The Contractor will, during the term of this Contract, immediately inform the Director of Correctional Health Service in writing of the award of any other contract or grant, including any other contract or grant awarded by the County, where such contract or grant may affect directly or indirectly the services provided or costs being paid/reimbursed under this Contract. Contractor will provide a copy of such contracts or grant award upon request. Failure by the Contractor to notify the County of such award shall be considered a violation of the Contract and the County shall have the right to annul this Contract without liability.

3.4.2 If the County determines that the award to the Contractor of such other contract or grant has affected the services or costs being paid or reimbursed under this Contract, Correctional Health Service shall prepare a Contract Amendment effecting the services or cost adjustment.

3.5 SAFEGUARDING CONFIDENTIAL PATIENT INFORMATION

Confidential and privileged patient information shall be safeguarded by Contractor and/or Contractor's medical providers pursuant to all applicable federal, state, and local laws, rules and/or regulations.

3.6 ASSIST WITH DEFENSE ON LITIGATION

Contractor, Contractor's agents, officers, employees, and subcontractors agree to cooperate in the defense of any lawsuits or other quasi-legal actions arising from activities performed under this Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with County Attorney staff, or other representatives of the County.

3.7 PRACTICE OUTSIDE THE SCOPE OF THIS CONTRACT

- 3.7.1 The Contractor and any of Contractor's agents, officers, employees and subcontractors may engage in services separate and apart from this Contract provided that such practice does not interfere with the performance by the Contractor or its obligations as set forth herein. If the Contractor does engage in such services, Contractor shall secure and maintain in force, liability insurance and malpractice indemnification with minimum coverage of \$500,000 per occurrence and no less than \$1,000,000 annual aggregate coverage and shall furnish certificates of such coverage to the CHS Director. The Contractor shall provide the CHS Director with thirty (30) days prior written notice of cancellation, non-renewal or substantial change of its insurance coverage.
- 3.7.2 The Contractor agrees that in the event it, or any of its employees are named as a defendant in litigation wherein professional misconduct is alleged, that it will advise the Director of Correctional Health Service in writing whether or not at the times alleged in the complaint it, or its agents, officers, employees or subcontractors were conducting County business in furtherance of this Contract and if the alleged negligence was not furtherance of County business pursuant to this Contract, then the Contractor will indemnify and hold harmless the County for any such alleged conduct in the event the County is also named as a defendant in the lawsuit.

3.8 PROHIBITION AGAINST LOBBYING

- 3.8.1 Contractor recognizes that pursuant to P.L. 101-121(U.S.C.1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or any agency, in connection with any federal grant, contract or loan.
- 3.8.2 Contractor further agrees that it will not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, or local governmental entity.

3.9 CONTRACT LENGTH:

This Review of Qualifications is to award a firm, fixed-price purchasing contract to cover a one (1) year period.

3.10 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

~~3.11 INDEMNIFICATION AND INSURANCE:~~

~~3.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY~~

~~To the fullest extent permitted by law, the CONTRACTOR shall indemnify, and hold harmless the COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the CONTRACTOR'S negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. CONTRACTOR'S duty to indemnify and hold harmless the COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the CONTRACTOR may be legally liable.~~

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the ~~CONTRACTOR~~ shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the ~~CONTRACTOR'S~~ work or services. ~~CONTRACTOR'S~~ duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the ~~CONTRACTOR~~, anyone ~~CONTRACTOR~~ directly or indirectly employs or anyone for whose acts ~~CONTRACTOR~~ may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the ~~CONTRACTOR~~, or anyone directly employed by the ~~CONTRACTOR~~ or anyone for whose acts ~~CONTRACTOR~~ may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

~~3.11.2 INSURANCE REQUIREMENTS:~~

~~CONTRACTOR~~, at ~~CONTRACTOR'S~~ own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The ~~CONTRACTOR'S~~ insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self insurance maintained by the **COUNTY** shall not contribute to it.

~~The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of the CONTRACTOR'S work or service.~~

~~Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the COUNTY.~~

~~The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the COUNTY under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention and the COUNTY, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.~~

~~The COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The COUNTY shall not be obligated, however, to review such policies and/or endorsements or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the COUNTY'S right to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.~~

~~The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insureds.~~

~~3.11.3 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG-00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.~~

~~The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.~~

~~The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for CONTRACTOR'S operations and products and completed operations.~~

~~3.11.4 Automobile Liability. CONTRACTOR shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.~~

~~3.11.5 Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.~~

~~In case any work is subcontracted, the **CONTRACTOR** will require the Sub**CONTRACTOR** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.~~

~~3.11.6 **Professional Liability.** The **CONTRACTOR** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONTRACTOR**, or any person employed by the **CONTRACTOR**, with a limit of not less than \$1,000,000 each claim.~~

~~3.12 **CERTIFICATES OF INSURANCE:**~~

~~Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.~~

~~In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.~~

~~If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.~~

~~3.13 **CANCELLATION AND EXPIRATION NOTICE**~~

~~Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.~~

3.11 NON-LIABILITY, INDEMNIFICATION AND PROFESSIONAL LIABILITY:

3.11.1 NON-LIABILITY

3.11.1.1 The Contractor is considered an Independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County, except as specifically permitted in Paragraph 3.11.3.

3.11.1.2 Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or its subcontractors or any employee, officer, agent or representative of Contractor or subcontractor occurring in the performance of this Contract; except as specifically permitted in Paragraph 3.11.3.

3.11.1.3 Maricopa County shall not be liable for purchases or contracts made by the Contractor in Anticipation of the acquisition of this Contract or any funding provided hereunder.

3.11.2 INDEMNITY

3.11.2.1 The Contractor agrees to indemnify, hold harmless, and defend Maricopa County, its officers and employees, their officers, boards, commissions and employees, from and against any and all claims, damages, suits and proceedings, regardless of the merits, from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor, its Subcontractors, its agents, officers or employees, except as specifically permitted in Paragraph 3.11.3.

- 3.11.2.2 Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorneys fees prevailing in the community, for defense of any litigation, except as specifically permitted in Paragraph 3.11.3. Contractor shall include a clause to this effect in all subcontracts, assignments or agreements.**

3.11.3 PROFESSIONAL LIABILITY

- 3.11.3.1 Contractor, Contractor's employees and subcontractors, if any, who are duly appointed to the Correctional Health Services Medical Staff and who provide health care, medical or professional services pursuant to the terms of this Contract, shall be deemed agents of the County for purposes of determining professional liability for acts rising out of the performance of this Contract. Such professional liability coverage shall be for services performed as specified in the Scope of Work of this Contract. The County through the Maricopa County Attorney's Office shall provide the defense and legal representation.**
- 3.11.3.2 The scope of the County's responsibility to Contractor, Contractor's physicians or professional employees and subcontractors who are duly appointed to the Correctional Health Services Medical Staff and who provide health care, medical or professional services is governed by the terms of the Maricopa County Self Insurance Trust, as amended.**
- 3.11.3.3 Maricopa County, its Risk Management Department and its Self Insurance Trust may defend or settle any claim or suit involving Contractor, its employees and/or subcontractors as it deems appropriate and Contractor's consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor or its medical providers prior to making and/or implementing any settlement decision.**

3.14 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

All inquiries shall be addressed to:

DIEDRA L. BRYANT, PROCUREMENT OFFICER - (602) 506-3504 FAX: (602) 258-1573
EMAIL: dbryant@mail.maricopa.gov

NOTE: All inquiries must be submitted in writing via either fax or email. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any specific number of service hours will be required. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that service.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing ninety (90) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, fails to provide the agreed upon service altogether, or exhibits unprofessional conduct as defined by A.R.S. 32-1401, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 IMMEDIATE TERMINATION:

Department may immediately terminate this Contract, in whole or in part:

4.5.1 When the life, health or safety of a Patient, County employee or County Contracted employee is jeopardized by the activities or inactivities of Contractor.

4.5.2 With notice to the Contractor, upon the occurrence of loss, restriction or suspension of Contractor's licenses certification or other authority essential to its ability to perform its obligations under this Contract.

4.6 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.7 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.8 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.10 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.12 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.14 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix, including but not limited to all OSHA regulations.

4.15 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.17 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.18 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action. It shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.19 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Review of Qualifications, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.20 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.21 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.22 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.23 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Scope of Work. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.24 COMPENSATION:

Subject to availability and authorization of funds for the explicit purposes set forth below, Maricopa County will pay the Contractor for services rendered under this Contract as indicated in the following subsections.

4.24.1 Hourly Rate

Contractor will indicate salary requirements for services on a "hourly rate", specified on Attachment A. Rate shall be based on a full-time position compensated for 1,760 hours annually. Contractor will not be compensated for personal, sick, family medical, and vacation leave time and / or holidays. Leave time for Continuing Medical Education units is negotiable and maybe compensated depending on the relevance to the position. **Hourly rate may be negotiated based upon experience and credentials.**

4.24.2 Provider Schedule and Billable Hours

Actual billable hours may not exceed the approved Provider Schedule without prior written approval of the CHS Department Director. Reimbursement for all services will be bi-weekly to coincide with the approved Provider Schedule. A timesheet must be completed reflecting the hours worked and signed by the Contractor and the CHS Director.

4.24.3 Method of Payment

4.24.3.1 Maricopa County Finance Department will, within ten (10) working days from receipt of the statement or invoice, issue a warrant for payment up to the maximum total allowable for the previous period of service provision or work performance, up to the maximum number of units of service actually performed. Should there be a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for the disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes Clause of the General Provisions of this contract.

4.24.3.2 The Contractor understands and agrees that the County will not honor any claim for payment submitted more than six months after date of service. All claims must be submitted within 30 days of County's fiscal year-end (June 30th) to assure payment for services provided during that fiscal year.

4.24.3.3 CHS will issue a Quarterly Contract Status Report to Contractor that will include Contractor hours and dollars expended.

4.24.4 Taxes and Benefits

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation and other mandatory governmental deductions or obligations, if any, and any pension or retirement program and in connection therewith Contractor shall indemnify and hold the County harmless for any and all liability which County may incur because of Contractor's failure to pay such taxes or obligations, as well as for the County's liability for any such taxes or obligations.

4.24.5 Department Recoupment Rights

In addition to any other remedies set forth in this Contract, Department has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, where such monies should not have been provided to Contractor under the terms of this Contract or where Department is obligated to recoup under state or federal laws.

4.25 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.26 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

GALE STEINHAUSER MD, 2104 E. LAGUNA DRIVE, TEMPE, AZ 85282

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X_ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

PRICING: P08 01 01 and P08 03 01/B0604642

ITEM DESCRIPTION	HOURLY RATE
Medical Director	
Clinical Rate	<u>\$78.00</u>
On-Call Rate	<u>\$7.25</u>

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Terms: NET 30

Federal Tax ID Number: G0-52414863

Telephone Number: 480/897-1158 HOME 602/506-5576 WORK

Fax Number: 602/506-5576

Contact Person: GALE STEINHAUSER

Vendor Number: G052414863

Company Web Site: N/A

E-mail Address: gsteinha@mail.maricopa.gov

Contract Period: To cover period ending **March 31, 2002 2003.**